TEXAS LEMON LAW AND GENERAL WARRANTY COMPLAINTS











Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

Published by the Texas Department of Motor Vehicles

> P.O. Box 2293 Austin, Texas 78768

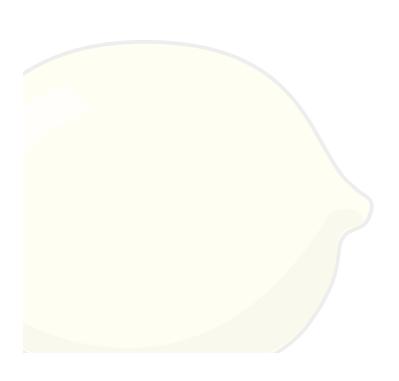
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Booklet revised May 2010

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INTRODUCTION

The Texas "Lemon Law" is a state law that helps consumers who buy or lease new motor vehicles and have repeated problems getting their vehicles properly repaired. The Lemon Law can help a consumer get the vehicle repurchased, replaced or repaired.* It can be less complicated and less expensive than going to court.

The law was enacted by the Texas Legislature in 1983. A court challenge stalled enforcement of the law, but in 1985, a federal appeals court upheld its validity. In Texas, the Lemon Law is administered by the Texas Department of Motor Vehicles.

Through mediation and hearings allowed under the law, the Motor Vehicle Division has helped resolve many complaints. From 1993 to 2009 the department processed 15,522 complaints. In 2009, the department received 508 written complaints and held 235 hearings on complaints that were not resolved informally. In 59.5 percent of the complaints closed in 2009, consumers received some type of relief totaling more than \$7.9 million in benefits.

In 1991, the Legislature changed the Lemon Law to benefit more consumers. The time period for filing a complaint and the definition of a "lemon" were expanded, incidental expenses became reimbursable, and a disclosure notice on vehicles ordered repurchased or replaced became mandatory.

In 1997, the Legislature added towable recreational vehicles (TRVs) to the Lemon Law. Besides being made primarily for temporary human habitation, TRVs must (1) be titled and registered in Texas; (2) be built on a single chassis; (3) contain one or more life support systems, and (4) be towable by another motor vehicle.

In 1998, the then Motor Vehicle Board amended its rules to require that manufacturers affix a disclosure label to the front window of vehicles ordered repurchased or replaced and on vehicles reacquired under another state's lemon law program and transferred to Texas for resale.

Effective June 19, 1999, the Legislature limited the Lemon Law to vehicles purchased or leased from Texas licensed dealers or lessors.

In 2000, the Board extended the disclosure notice and label requirements to all vehicles that are reacquired to resolve warranty complaints.

In 2002, the Board amended its rules to provide that manufacturers must re-title the vehicle in Texas before selling it. This requirement applies to both vehicles reacquired in Texas and those transferred to Texas for resale.

In 2007 the Legislature required that complaints filed after September 1, 2007, be heard by an Administrative Law Judge (ALJ) from the State Office of Administrative Hearings (SOAH) instead of by one from the department. As a result of the transfer, the more formal (SOAH) rules of procedure now apply to Lemon Law hearings. In addition, the 2007 Legislature also amended the law to authorize the department to brand the title of motor vehicles reacquired by manufacturers pursuant to the Lemon Law.

In 2009 the Legislature transferred the Lemon Law Program from the Texas Department of Transportation to the Texas Department of Motor Vehicles.

*The relief available to **used** motor vehicle buyers is limited to repairs only, if the vehicle is still under the original factory warranty.

THE LEMON LAW

What does it cover?

The Lemon Law applies to new vehicles (including cars, trucks, vans, motorcycles, all-terrain vehicles, motor homes, towable recreational vehicles (TRVs) and neighborhood electric vehicles) purchased or leased from a Texas licensed dealer or lessor that develop problems covered by a written factory warranty. Demonstrator vehicles are also considered new vehicles



The law does not cover used motor vehicles (including program vehicles), repossessed vehicles, non-travel trailers, boats, or farm equipment. Neither does it cover vehicles with:

- problems caused by owner's abuse, neglect or unauthorized changes to the vehicle,
- parts or components not authorized or installed by the manufacturer* or
- problems that do not substantially impair the use or market value of the vehicle like minor rattles or stereo problems.

How do I know if my vehicle is a lemon?

A motor vehicle may be declared a lemon if it meets all of the following conditions:

- the vehicle was purchased or leased from a Texas licensed dealer or lessor;
- the vehicle has a serious defect or abnormal condition:
- the defect or condition is covered by a manufacturer's written warranty;
- the owner reports the defect or condition to the dealer or manufacturer within the warranty term;
- the owner gives the dealer or manufacturer a reasonable number of attempts to repair the defect or condition;
- the owner gives the manufacturer (not the dealer) (preferably by certified mail) written notice of the defect and at least one opportunity for repair after notification; if more than one manufacturer or converter, each must be given written notice and have at least ONE opportunity to repair;

^{*}Whenever the term "manufacturer" is used, it should be understood to include distributor and converter, as well.

- the defect or condition persists and substantially impairs the vehicle's use or market value, or creates a serious safety hazard;
- the owner files a timely Lemon Law complaint and pays the filing fee.

How many chances does the dealer get to fix the vehicle?

The law presumes you have given the manufacturer or authorized dealer a reasonable number of attempts to fix the defect if you pass one of these tests. Determining how many chances a dealer has to fix a defect is easy. Simply see if you pass the four-times test, the serious safety-hazard test or the 30-day test. The mileage requirements generally do not apply to TRVs or other vehicles without an odometer.

Four-times test

You pass the four-times test if you have taken the vehicle to a dealership for repairs:

- two times for the same problem or defect within the first 12 months or 12,000 miles, whichever comes first, and
- twice more during the 12 months or 12,000 miles following the first repair attempt and
- the problem is still not repaired.

Serious safety-hazard test

You pass the serious safety-hazard test if you have taken the vehicle for repair of a serious safety-hazard:

- once during the first 12 months or 12,000 miles, whichever comes first, and
- once more during the 12 months or 12,000 miles following the first repair attempt and
- the problem is still not repaired.

30-day test

You pass the 30-day test if your vehicle has been out of service for repair because of problems covered by the original factory warranty:

- for a total of 30 days or more not necessarily all at one time during the first 24 months or 24,000 miles (if a comparable loaner vehicle was provided while the vehicle was being repaired, that time does not count toward the 30 days), and
- there were two repair attempts during the first 12 months or 12,000 miles immediately after delivery and
- a substantial problem still exists.

How long do I have to file a complaint?

A Lemon Law complaint must be filed within six months following the earlier of:

- 1. **expiration** of the express warranty term;
- 2. 24 months; or
- 3. 24,000 miles following the date of delivery of the vehicle (except TRVs).

In other words, the filing period is determined by which of the **above events occurs first**. To be safe, file your complaint **as soon as** you realize the dealer is having problems repairing the vehicle.

Even if you have gone past the time limit allowed for a repurchase, the department may still be able to help you get repairs under your vehicle warranty.

Why so many requirements?

Most people feel that a seller or manufacturer should replace defective products or refund the purchase price without a lot of hassle. However, it is not practical for vehicle manufacturers to do this. Their products are much more expensive than most other consumer goods, and warranty disputes involve more complicated issues. Often, whether the vehicle is really defective is a legitimate question.

Before the Lemon Law, consumers had to file lawsuits to get relief. Most states have passed laws to provide consumers with a relatively quick, inexpensive, and easy way to pursue their claim. But, any law requires certain procedures. Our staff, especially our Case Advisors, will try to make it easy for you to understand the legal requirements and procedures.



INFORMAL PROCEDURES

What's my first step?

If your dealership does not seem to be able to correct the problems with your vehicle, send a letter (preferably by certified mail) to the manufacturer. Each manufacturer or converter must be sent notice. The owner's manual or warranty booklet should have a contact name and the address of the manufacturer. Describe the vehicle's condition and offer the manufacturer an opportunity to fix the problem. Better yet, tell the manufacturer or converter when the vehicle will be back at the dealership for repair. A sample letter is enclosed for your convenience.



It is important to keep a complete record of all your dealings with the manufacturer and dealer, including copies of all repair orders, letters and records of phone calls. If you decide to file a Lemon Law complaint, you will need to send copies of all the materials to the department.

How do I file a complaint?

Your complaint must be in writing. Use the complaint form in this booklet or print out a complaint form from our Web site.

If you want your vehicle replaced or repurchased, you must send a \$35.00 non-refundable filing fee with your complaint. However, if you win your case at a hearing, the manufacturer will reimburse you for the fee. If you are only seeking repairs under the warranty, no fee is required.

Can my complaint be resolved quickly?

The department will contact the manufacturer and dealer about your complaint. The manufacturer may send one of its experts to the dealership to help identify and fix the problem. If your vehicle is satisfactorily repaired, your case is resolved.

If the vehicle is not repaired, the department may send a technical expert to meet with you and representatives from the dealer and the manufacturer. At the meeting, the department's expert will help settle the dispute, if possible. In many cases, the complaint is resolved at this stage within 30 to 60 days after the complaint was filed.

Although the terms of a settlement can vary widely, it is usually in the form of a repurchase, replacement, trade-assist, repairs, service contract or reimbursement. The amount of trade assistance by a manufacturer can vary from a few hundred dollars towards the purchase of a new vehicle to a "no profit" replacement by the manufacturer or dealer subject only to a mileage deduction or reasonable allowance for use.

If the complaint is not settled, a hearing will be necessary.

FORMAL PROCEDURES

What is a Lemon Law hearing?

A Lemon Law hearing is your opportunity to prove to an ALJ that your vehicle is a lemon. You must present your own testimony or that of witnesses. You should also present letters, repair orders, vehicle warranty or other documents (except affidavits) to prove to the ALJ that your vehicle is a lemon. When filing correspondence or documents with SOAH or the ALJ, be sure and provide copies to the department and any other party.

Presenting a case to the ALJ is somewhat like appearing before a judge of a small-claims court. There are certain legal procedures that a judge must follow. The ALJ may relax the rules somewhat, but the process is subject to the SOAH rules, the department rules not in conflict with the SOAH rules, the Texas Administrative Procedure Act, the Texas Rules of Civil Procedure and the Texas Rules of Evidence.

When a hearing is needed, it is the department's goal to have the ALJ issue a proposal for decision within 150 days after receiving the complaint and filing fee. If the 150-day period expires before a proposal for decision is issued, the consumer has the right to use the Lemon Law as the basis of a civil lawsuit, as though the consumer had exhausted its remedies under the Lemon Law.

See the SOAH Procedural Rules at www.soah.state.tx.us.

How should I prepare for the hearing?

- Collect your documents, i.e., sales contract, warranty booklet, work orders or repair tickets, and letter to or from the dealer or manufacturer.
- Arrange the work orders by date. Put the oldest work order first. Be prepared
 to support the log entries with your testimony or notes, or with testimony of
 witnesses.
- Arrange for witnesses to appear at the hearing because notarized statements generally are not allowed. If you have friends who have witnessed the vehicle's problems, ask them to testify at the hearing. You may also subpoena witnesses by filing a subpoena request. Call your Case Advisor for more information on subpoenas.
- Make sure the vehicle is ready to be inspected and test-driven at the hearing, including having current registration and state inspection. For example, if the complaint is a severe vibration, make sure the tires are not worn out and that they are properly aligned and balanced. Be sure your vehicle has had the required maintenance and bring records to prove it. You may need to ask the ALJ to participate in an inspection and test drive of the vehicle, which you should plan to do before the hearing or at the beginning of the hearing. However, if you appear by telephone, the ALJ will not have an opportunity to participate in an inspection and test drive of the vehicle.

How do I prove my case*?

Although a hearing is less formal than a court trial, you must still prove your case to the ALJ. You must prove that:

- you purchased or leased a new motor vehicle from a Texas licensed dealer or lessor, and you still own or lease it at the time of the hearing;
- the vehicle has a defect covered by the warranty, and you reported the defect to the dealer or manufacturer during the warranty period;
- you gave the manufacturer or its dealer a reasonable number of attempts to fix the defect or condition, but the defect remains (see page 3). Ordinarily, the defect must continue to exist at the time of the hearing;
- you notified each manufacturer or converter of the defect in writing and have given each one at least one chance to fix it after notification;
- the defect or condition substantially impairs the use or market value of the vehicle, or creates a serious safety hazard. You may be able to prove the vehicle's use is impaired if any of its major systems are defective, or if a defect such as a water leak prevents it from being used normally in the rain.

A vehicle's value may be decreased by paint flaws or any other condition that would lead a buyer to pay substantially less than the market price for a comparable vehicle that does not have the defect. A serious safety hazard is a life-threatening malfunction that impedes your ability to control or operate the vehicle normally, or that creates a substantial risk of fire or explosion.

ALJs conduct the hearings which usually last two to four hours. They travel across the state to locations convenient to consumers usually at a SOAH office, a Texas DMV regional office, or a Texas Department of Transportation district office. The ALJ does not represent either party at the hearing, but recommends findings of fact and conclusions of law based on the evidence presented.

Who is involved in the hearing?

Usually, owners present their own cases and manufacturers send their customer relations managers. However, if a manufacturer has an attorney or if you **feel uncomfortable** without one, you may want to be represented by counsel. If you choose to have an attorney, you should send written notice to the department and to SOAH (if your case is already set for a hearing) as soon as possible to avoid the hearing being postponed to a later date. The notice should include the attorney's contact information.

^{*}Proof elements here are described in layman's terms. The actual legal provisions are found in Chapter 2301, Subchapter M of the Texas Occupations Code Annotated.

What will happen at the hearing?

First, you will present your side of the story. Then, the ALJ or the manufacturer's representatives may ask you questions about your statements or documents.

Next, the manufacturer's case is presented. They may bring witnesses or documents to try to show one of three things:

- there is no defect at all:
- the defect is minor and does not substantially impair the vehicle's use or market value;
- the defect does not create a serious safety hazard; or
- the defect was caused by owner neglect or some other factor.

Be sure to take notes as the manufacturer presents the case so you can then ask specific questions about testimony or documents.

The ALJ may decide to conduct the requested inspection and test drive after you present your case, and will explain the procedures. At the hearing's conclusion, each party summarizes the evidence presented and argues for a specific result.



AFTER THE HEARING

SOAH will issue a proposal for decision (PFD) within 60 days of the date the hearing is closed. The PFD will include the ALJ's summary of the evidence, reasoning, findings of fact and conclusion of law. The ALJ will submit the PFD to the department and furnish a copy to each party. If a party disagrees with a PFD, they have 15 days from receipt of the PFD to file exceptions with the ALJ and the department. The other party has 15 days to



file a response to the exceptions. The ÁLJ may make changes to the PFD based on the exceptions. The department will review the PFD, including any exceptions and replies, and issue an order.

The ALJ will propose one of three things.

- the complaint should be dismissed;
- the vehicle has a defect that the manufacturer must repair;
- the vehicle qualifies as a lemon and should be repurchased or replaced.

What happens if I win?

The law provides basic guidelines for what type of relief you may get if you prove your case. Because every situation is different, the department reviews the facts of each particular case when making a decision.

If you win your case, the department will order one of the following:

Refund

The manufacturer must buy back the vehicle for the full* purchase price (including taxes, title and license fee) minus an amount charged for vehicle use. The amount deducted is decided according to a formula that takes into account the number of miles on the vehicle at the time of the hearing and other factors. (See pages 12-13 for the "Calculating the Repurchase Price" table.)

Replacement

The manufacturer must replace the defective vehicle with one that is comparable to the original vehicle (usually same make, model and accessories) and acceptable to you, minus the mileage used.

Repair

The manufacturer must fix the vehicle's defects. Also, out-of-pocket expenses for repairs that should have been covered by the warranty will be reimbursed.

* This does not include any interest paid on the vehicle.

Reimbursement of incidental expenses

Incidental expenses are awarded only if the vehicle is ordered to be repurchased or replaced. They must be reasonable and may include costs of alternate transportation, towing, telephone calls or mail charges, meals and lodging necessitated by the vehicle's failure during out-of-town trips, loss or damage to personal property, attorney fees if complainant retains counsel after notification that respondent is represented by an attorney, and items or accessories added to the vehicle at or after purchase, less a reasonable allowance for use. In regard to the cost of the item or accessory, the ALJ must consider the permanent nature, functionality, value added, and whether original equipment manufacturer (OEM) parts or non-OEM parts.

What if I'm not satisfied with the department's order?

Neither you nor the manufacturer has to accept the order. Copies of the order are sent to the consumer and the manufacturer by certified mail. Each can file a motion for rehearing with the department within 20 days after receipt of the order. A party is presumed by law to have received the order on the third day after it is mailed. Parties are promptly notified as to whether the motion for rehearing has been granted or denied.

If a rehearing is denied, a party can appeal to the State District Court in Travis County within 30 days of the order denying the motion for rehearing. A replacement or repurchase order remains in effect, unless suspended, even though a manufacturer files an appeal.

A party wishing to appeal the department's order (after their motion for hearing has been denied) should hire an attorney promptly because of the short time allowed to file an appeal.

What are my other options?

The Lemon Law expressly provides that it does not limit the rights or remedies otherwise available to an owner under any other law. You may file a lawsuit against a manufacturer or dealer for breach of warranty, deceptive trade practices or some other reason as long as you are still within the applicable statute of limitations. For information concerning other rights and remedies available, you should contact a private attorney.

Once you have had a hearing under the Lemon Law, you may be able to use certain provisions of the Lemon Law in court as part of your lawsuit. You may also use the Lemon Law in court if it has been more than 150 days since the department received your complaint and filing fee, and you have not yet received a PFD.

CALCULATING THE REPURCHASE PRICE MOTORIZED VEHICLES

According to Lemon Law Rule 215.208*

Purchase price = sales price plus tax,	
title, fees, add-on accessories, less rebate,	
if any.	PP = \$

II. Mileage

III. Reasonable allowance for use (RAFU)

$$1. \ \, \underline{\mathsf{UM}} \times \$\mathsf{PP} = \\ 120,000 \ \, \$ \underline{\hspace{1cm}} (\mathsf{A})$$

2.
$$\underline{IM \times \$PP \times .5} =$$
 \$_____(B

IV. Repurchase Price (RP)

^{*}This is the formula generally used to calculate repurchase price, except in cases involving leases, TRVs or other types of motor vehicles without odometer.

CALCULATING THE REPURCHASE PRICE TOWABLE RECREATIONAL VEHICLES (TRVs)

According to Lemon Law Rule 215.208(5)*

l.	Purchase price = sales price plus tax, title, fees, add-on accessories, less rebate
	if any.

II. Usage

TU = Total number of days on hearing date.

TU =

UU = Number of unimpaired days (days used before defect is reported).

UU = ____

IU = Number of impaired days (days driven AFTER defect was reported), TU less UU.

IU - _____

III. Reasonable allowance for use (RAFU)

1.
$$\underline{UU \times \$PP} = 3,650$$

2.
$$\frac{\text{IU } \times \$PP \times .5}{3.650**} =$$

IV. Repurchase Price (RP)

2. Refund of filing fee

 Reimbursement of incidental expenses except add-ons or accessories. (See Lemon Law Rule 215.209.)

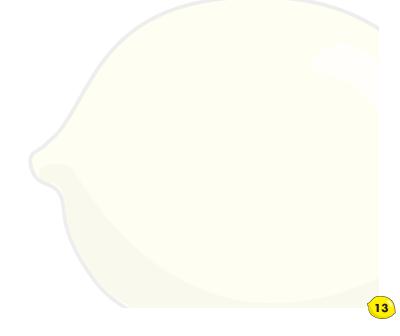
Total repurchase price (1) + (2) + (3)

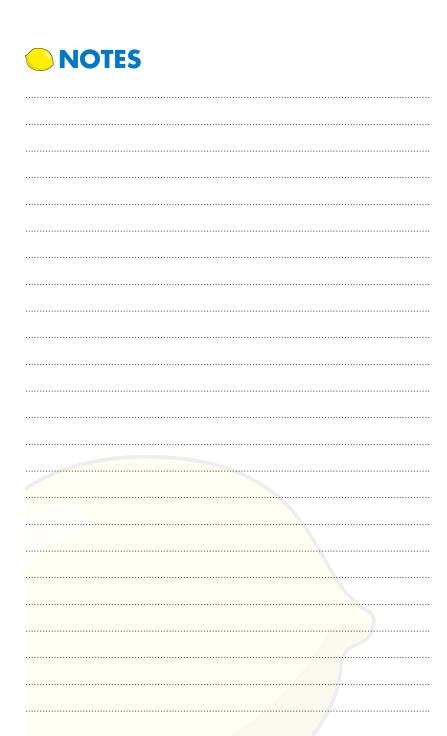
*This is the formula generally used to calculate the repurchase price of TRVs, except in lease cases.

 $\ensuremath{^{**}1,825}$ days (5 years) if TRV occupied full time.

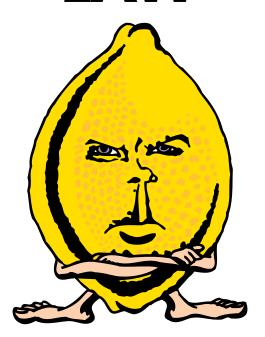
POLICY OF NON-DISCRIMINATION ON THE BASIS OF DISABILITY

The Texas Department of Motor Vehicles does not discriminate on the basis of disability in the administration of its Lemon Law or warranty compliance program. Persons requiring interpreter services for the hearing or vision impaired may call 1-800/622-8682 (voice only) or Relay Texas TDD 1-800/735-2988 for additional information concerning the department's programs and activities. Persons having physical disabilities that make attendance at a hearing difficult should contact a TxDMV Case Advisor at 1-800/622-8682 or 512/416-4800 for assistance.





TEXAS LEMON LAW



CONSUMER PROTECTION
WITH A TWIST



Texas Department of Motor Vehicles

P.O. Box 2293

Austin, TX 78768



LEMON LAW COMPLAINT FORM

VIN: DATE PURCHASED: MILEAGE: CURRENT AT DELIVERY: DATE 24,000 MILES REACHED: NOT APPLICABLE TO TOWABLE RECREATIONAL VEHICLES CONVERSION CO: LEASE CO: SELLING DEALER: CITY:	_
WORK PHONE: HOME PHONE: FAX: EMAIL ADDRESS: CHECK ALL THAT APPLY: NEW USED DEMO PROGRAM LEASE CONVERS YEAR: MFG/MAKE: MODEL: VIN: AT DELIVERY: DATE PURCHASED: MILEAGE: CURRENT AT DELIVERY: DATE 24,000 MILES REACHED: NOT APPLICABLE TO TOWABLE RECREATIONAL VEHICLES CONVERSION CO: LEASE CO: SELLING DEALER: CITY: SERVICING DEALERS 1) CITY:	_
EMAIL ADDRESS: CHECK ALL THAT APPLY:	_
CHECK ALL THAT APPLY: NEW USED DEMO PROGRAM LEASE CONVERS YEAR: MFG/MAKE: MODEL: VIN: DATE PURCHASED: MILEAGE: CURRENT AT DELIVERY: DATE 24,000 MILES REACHED: NOT APPLICABLE TO TOWABLE RECREATIONAL VEHICLES CONVERSION CO: LEASE CO: SELLING DEALER: CITY: SERVICING DEALERS 1) CITY:	_
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CONVERSION CO:	
LEASE CO:	-
SELLING DEALER:	_
SERVICING DEALERS 1) CITY:	_
	_
2) CITY:	_
	_
3) CITY:	_
DEALER ADDED OPTIONS:	_
WHAT REMEDY ARE YOU SEEKING?: REPURCHASE/REPLACEMENT OR REPARENT	\IRS
EXISTING PROBLEMS LOG: You MUST complete this section on this form or the form will be returned incomplete. "See Attached" or equivalent is NOT a substitute for completion.	d a
Description of problem that CONTINUES TO EXIST: list only one problem Repair Visits Date In Date Out Milea	је
1 st visit	
2 nd visit	
3 rd visit	
4 th visit	

CONTINUATION OF EXISTING PROBLEMS LOG: You MUST complete this section on this form or the form will be returned as incomplete. "See Attached" or equivalent is NOT a substitute for completion. You may make copies of this page to address additional concerns.

Description of problem that <u>CONTINUES TO EXIST:</u> list only one problem	Repair Visits	Date In	Date Out	Mileage
	1 st visit			
	2 nd visit			
	3 rd visit			
	4 th visit			
Description of problem that <u>CONTINUES TO EXIST:</u> list only one problem	Repair Visits	Date In	Date Out	Mileage
	1 st visit			
	2 nd visit			
	3 rd visit			
	4 th visit			
Description of problem that CONTINUES TO EXIST: list only one problem	Repair Visits	Date In	Date Out	Mileage
	1 st visit			
	2 nd visit			
	3 rd visit			
	4 th visit			
Description of problem that <u>CONTINUES TO EXIST:</u> list only one problem	Repair Visits	Date In	Date Out	Mileage
	1 st visit			
	2 nd visit			
	3 rd visit			
	4 th visit			

☐ YES	□ NO	The manufacturer, converter or distributor of the vehicle (NOT THE	DEALER) was given
		written notice of the problem(s), on	, 20
		IF YOU ANSWERED NO, PLEASE SEND A LETTER TO THE MANUFACT DISTRIBUTOR AS SOON AS POSSIBLE (CERTIFIED MAIL/RETURN RECEIND INCLUDE A COPY OF THE LETTER WITH THIS COMPLAINT FORM.	URER, CONVERTER OF PT IS SUGGESTED) AND
☐ YES	□ NO	The vehicle has been inspected by a factory representative. If you provide the inspection date, location, personnel involved, and outcome sheet if needed	
		DATE: LOCATION:	
		BY WHOM:	
		OUTCOME:	
		AT THE INFORMATION I AM SUBMITTING MAY BE SHARED S TO MY COMPLAINT IN ORDER TO RESOLVE THIS MATTER.	WITH THE OTHER
	CERTIFY, U	JNDER PENALTY OF PERJURY, THAT ALL STATEMENTS IN TH	IS COMPLAINT ARE
SIGNATU	RE OF REGI	STERED VEHICLE OWNER/LESSEE DATE	

MVD-140 Rev. 11/09

The Texas Department of Motor Vehicles maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Section 552.001 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call (512) 416-4800.

Forms submitted incomplete and/or without the attachments requested below will be returned. This delay could result in your complaint being rejected due to untimely filing.

Return this form with the following attachments: **DO NOT SEND ORIGINAL DOCUMENTS. PHOTOCOPIES ONLY.**

- 1. Purchase order or sales contract.
- Repair order(s).
- 3. Extended service contract, if applicable.
- 4. Lease agreement, if applicable.
- Other relevant information.
- 6. <u>IF YOU ARE SEEKING REPURCHASE OR REPLACEMENT OF YOUR VEHICLE,</u> you must send this form and the requested attachments with your check or money order payable to the <u>Texas Department of Motor Vehicles</u> or a completed credit card payment form for the amount of \$35.00 (NO CASH) to the following address:

Texas Department of Motor Vehicles
Post Office Box 13044
Austin, Texas 78711-3044

7. **IF YOU ARE SEEKING REPAIRS ONLY,** you must send this form and the requested attachments to the following address:

Texas Department of Motor Vehicles
Post Office Box 2293
Austin, Texas 78768-2293

SAMPLE LETTER FOR WRITTEN NOTIFICATION TO MANUFACTURER

Your Name Your Address Your City, State, Zip Code Your Area Code and Daytime Phone Date

Manufacturer's Name Address from Manufacturer's Warranty Manual City, State, Zip Code

TO WHOM IT MAY CONCERN:

I am writing to notify you of the problems I am experiencing with my (INSERT YEAR, MAKE, MODEL, & VIN NUMBER OF YOUR VEHICLE) and to request that you correct this problem within thirty (30) days of your receipt of this letter.

I purchased my vehicle from (INSERT NAME AND LOCATION OF SELLING DEALERSHIP) on or about (INSERT DATE OF PURCHASE). Approximately (INSERT AMOUNT OF TIME AFTER PURCHASE) I began having trouble with (INSERT DESCRIPTION OF PROBLEM). I took my vehicle back to the dealer for repairs on (INSERT DATES OF REPAIR ATTEMPTS) but, to date, the dealer has been unable to correct the problem. Attached are copies of the repair orders which document the dealership's attempt to repair my vehicle.

This problem (CHOOSE ONE, OR BOTH, OF THE FOLLOWING STATEMENTS) (substantially impairs the use or value of my vehicle) or (creates a serious safety hazard.) Therefore, if you and/or your dealer are unable to correct this problem, I will expect you to (INSERT 'REPLACE' OR 'REPURCHASE') the vehicle pursuant to Chapter 2301, Subchapter M of the Texas Occupations Code Annotated.

Please contact me on receipt of this letter at the above address or telephone number to arrange a mutually convenient date and time for you to have an opportunity to inspect my vehicle and make any necessary repairs.

Sincerely,

(INSERT YOUR NAME)

Enclosures
CERTIFIED MAIL
RETURN RECEIPT REQUESTED (INSERT CERTIFIED RECEIPT NUMBER)